
LOAN AGREEMENT

Dated _____, 2009

by and among

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

ROMAN CATHOLIC BISHOP OF LOUISVILLE
d/b/a St. Mary Academy

and

FIFTH THIRD BANK

relating to

\$10,100,000

Louisville/Jefferson County Metro Government
Industrial Building Refunding Revenue Bonds, Series 2009
(St. Mary Academy Project)

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
ARTICLE 1. PLEDGE AND ASSIGNMENT BY ISSUER.....	2
Section 1.1. Pledge and Assignment by Issuer	2
Section 1.2. Defeasance of Lien; Termination of Loan Agreement	2
ARTICLE 2. DEFINITIONS.....	2
ARTICLE 3. THE BONDS	5
Section 3.1. Issuance and Terms of Bonds	5
Section 3.2. Delivery of Bonds.....	5
Section 3.3. Execution	5
Section 3.4. Lost Bonds; Exchange and Transfer of Bonds	5
Section 3.5. Bonds Are Not General Obligations.....	5
Section 3.6. Borrower as Bond Registrar; Bond Register	6
ARTICLE 4. APPLICATION OF BOND PROCEEDS.....	6
Section 4.1. Application of Bond Proceeds	6
ARTICLE 5. THE PROJECT	6
Section 5.1. Borrower's Obligation to Maintain the Project	6
ARTICLE 6. DAMAGE, DESTRUCTION AND CONDEMNATION	6
Section 6.1. Damage and Destruction.....	6
Section 6.2. Eminent Domain.....	7
ARTICLE 7. REPRESENTATIONS AND AGREEMENTS OF ISSUER	7
Section 7.1. Due Authorization, etc., by the Issuer.	7
Section 7.2. Payment of Bonds; Bondholder's Rights with Respect to Bond Documents; Cooperation with Bondholder; Obligations Limited	7
ARTICLE 8. REPRESENTATIONS AND AGREEMENTS OF THE BORROWER.....	8
Section 8.1. Due Organization, etc	8
Section 8.2. Compliance with Law; Consents, etc	8
Section 8.3. The Project.....	8
Section 8.4. Adequacy of Disclosure.....	8
Section 8.5. Use of Proceeds	8
Section 8.6. Other Representations.....	8
Section 8.7. Covenants	9
Section 8.8. Compliance with Law.....	10
Section 8.9. No Sectarian Use of Bond Proceeds.....	10
ARTICLE 9. LOAN AND LOAN PAYMENTS; CERTAIN AGREEMENTS OF BORROWER ...	10
Section 9.1. Loan; Loan Payments; Additional Payments.....	10
Section 9.2. Borrower to Maintain its Corporate Existence; Merger	11
Section 9.3. Covenants of Borrower Related to the Project	11

Section 9.4.	Instruments of Further Assurance.....	11
Section 9.5.	Borrower’s Indemnification of Issuer and Bondholder	12
ARTICLE 10. DEFAULT PROVISIONS AND REMEDIES OF BONDHOLDER AND ISSUER ..		13
Section 10.1.	Events of Default; Defaults.....	13
Section 10.2.	Acceleration	14
Section 10.3.	Other Remedies; Rights of Bondholder.....	14
Section 10.4.	Application of Moneys	14
Section 10.5.	Waivers of Events of Default.....	15
Section 10.6.	Remedies of Issuer upon Event of Default	15
ARTICLE 11. SUPPLEMENTAL AGREEMENTS AND WAIVERS		15
Section 11.1.	Supplemental Loan Agreements and Waivers.....	15
ARTICLE 12. MISCELLANEOUS		15
Section 12.1.	Limitation of Rights.....	15
Section 12.2.	Severability	15
Section 12.3.	Notices	15
Section 12.4.	Payments Due on Saturdays, Sundays, or Holidays	16
Section 12.5.	Extent of Covenants; No Personal Liability	16
Section 12.6.	Captions: Table of Contents	16
Section 12.7.	Counterparts.....	16
Section 12.8.	Governing Law	16
SIGNATURES.....		26
EXHIBIT A – Project Site		A-1
EXHIBIT B - Form of Bond		B-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Loan Agreement") is made on _____, 2009 by and among the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (the "Issuer"), a consolidated local government and political subdivision of the Commonwealth of Kentucky, ROMAN CATHOLIC BISHOP OF LOUISVILLE (the "Borrower"), a Kentucky nonprofit corporation doing business as St. Mary Academy, and FIFTH THIRD BANK (the "Bondholder"), an Ohio banking corporation.

Terms defined in this Loan Agreement are used as defined. Unless otherwise indicated, references to Articles or Sections refer to those in this Loan Agreement.

Recitals

A. The Issuer is authorized under the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes (the "Act"), to issue its industrial building revenue bonds and loan the proceeds thereof to any person to finance the costs of acquiring, constructing, and equipping an "industrial building" (as defined in the Act), including specifically land, buildings, improvements, equipment, and other facilities related to or in furtherance of the educational purposes of any nonprofit educational institution, so as to accomplish thereby the public purposes of promoting the economic development of the Commonwealth, relieving conditions of unemployment, and encouraging the increase of industry therein, provided that such bonds are payable solely from the loan repayments and other revenues derived in respect of the loan and do not constitute an indebtedness of the Issuer within the meaning of the Constitution and laws of the Commonwealth.

B. The Act further authorizes the Issuer to issue its refunding bonds under the provisions of the Act to refund bonds previously issued and outstanding under the Act.

C. The Issuer has by an ordinance duly enacted on _____, 2009 (the "Bond Ordinance") undertaken pursuant to the Act the issuance of its industrial building revenue bonds to refund the outstanding Louisville/Jefferson County Metro Government Adjustable Rate Industrial Building Revenue Bonds, Series 2008 (St. Mary Academy Project) (the "Prior Bonds") which financed costs of the Borrower's acquisition of a parcel of land within the boundaries of the Issuer and the construction thereon of buildings and improvements (such land, buildings, and improvements, as hereinafter more particularly described, being hereinafter collectively referred to as the "Project"), for use and occupancy by the Borrower in furtherance of its nonprofit purposes of providing elementary and pre-school education.

D. The Bond Ordinance authorizes the Issuer to issue its industrial building refunding revenue bonds in the principal amount of \$10,100,000 and to lend the proceeds thereof to the Borrower for the purpose of refunding the Prior Bonds, said bonds to be issuable as a single bond in fully registered form and to be designated "Louisville/Jefferson County Metro Government Industrial Building Refunding Revenue Bonds, Series 2009 (St. Mary Academy Project)" (the "Bonds").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, covenant, grant, pledge, assign, represent, and warrant as follows (it being understood

and agreed that in the performance of the agreements of the Issuer herein contained any obligation it may incur for the payment of money shall not be a general obligation on its part or a charge against its general credit or taxing power but shall be payable solely from the Pledged Receipts):

PART I: PLEDGE AND ASSIGNMENT; DEFINITIONS

ARTICLE 1. PLEDGE AND ASSIGNMENT BY ISSUER

In order to secure the due payment of the principal of and interest on the Bonds and compliance by the Borrower and the Issuer with their agreements contained herein:

Section 1.1. Pledge and Assignment by Issuer. The Issuer hereby grants, pledges, and assigns to the Bondholder the Pledged Receipts and all of the Issuer's right, title, and interest in this Loan Agreement, including enforcement rights and remedies (including the grant herein of a security interest under the Uniform Commercial Code to the maximum extent possible), but excepting from such pledge and assignment the right of the Issuer to any payment or reimbursement pursuant to Section 9.1.C[1] or [2] or Section 9.5.

Section 1.2. Defeasance of Lien; Termination of Loan Agreement. When all principal and interest due or to become due on the Bonds have been duly paid and all Additional Payments have been paid or provided for to the reasonable satisfaction of the Issuer and the Bondholder, the lien of this Loan Agreement on the Pledged Receipts shall terminate and the Borrower's obligations hereunder shall terminate. The Bondholder shall thereupon promptly execute and deliver to the Borrower and the Issuer an appropriate discharge hereof, the Bondholder shall assign and deliver to the Borrower any property at the time subject to the lien of this Loan Agreement which may then be in the possession of the Bondholder, except amounts held by the Bondholder for the payment of the principal of and interest on the Bonds and Additional Payments, and the Bondholder shall execute and deliver to the Borrower the instruments necessary to evidence the discharge of the lien and security interest created thereunder.

ARTICLE 2. DEFINITIONS

The following terms as used in this Loan Agreement, the Bond Purchase Agreement, the Bonds, and any certificate or other document executed in connection therewith shall have the following meanings (or as defined elsewhere in this Loan Agreement as indicated below) unless the context otherwise indicates:

"Act" means the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes.

"Additional Payments" means the amounts required to be paid by the Borrower under Section 9.1.C.

"Bank" means Fifth Third Bank, an Ohio banking corporation, and its successors and assigns as the holder of the Bonds.

"Bond Counsel" means an attorney-at-law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by

states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America, selected by the Borrower and acceptable to the Bondholder.

“Bond Documents” means collectively the Bond Purchase Agreement and this Loan Agreement.

“Bondholder” or “holder” or “owner of the Bonds” means, as of any time, the registered owner of the Bonds as shown in the register kept by the Borrower as bond registrar and, as of the date of execution and delivery of the Bond Documents, means Fifth Third Bank.

“Bond Purchase Agreement” means the Bond Purchase Agreement of even date herewith among the Issuer, the Borrower, and the Bondholder.

“Bonds” -- See Recitals.

“Borrower” -- See the first paragraph of this Agreement.

“Default” and “event of default” -- See Section 10.1.

“Financial Statements” means the balance sheet and statement of income and cash flow of the Borrower, prepared in accordance with generally accepted accounting principles in effect from time to time, applied on a consistent basis and subject in the case of interim statements to normal year-end adjustments.

“Issuer” means Louisville/Jefferson County Metro Government, a consolidated local government and political subdivision of the State.

“Loan Agreement” means this Loan Agreement, as the same may be amended or supplemented in accordance with its terms.

“Loan Payment” or “Loan Payments” -- See Section 9.1.B.

“Notice Address” means:

[a] As to the Issuer: Louisville/Jefferson County
Metro Government
Louisville Metro Hall
527 West Jefferson Street
Louisville KY 40202-2814

Attention: Mayor

[b] As to the Borrower: Archdiocese of Louisville
212 E. College Street
P.O. Box 1073
Louisville, KY 40201-1073

Attention: Chief Financial Officer

[c] As to the Bank: Fifth Third Bank
401 S. Fourth Avenue
Louisville, Kentucky 40202-3411

Attention: _____

or to such other address as any party shall designate by notice to the other parties.

“Outstanding Bonds” or “Bonds outstanding” means the amount of principal of the Bonds which has not at the time been paid, exclusive of Bonds in lieu of which others have been issued under Section 3.4.

“Persons” means natural persons, partnerships, limited liability companies, associations, corporations, and public bodies.

“Pledged Receipts” means all of the Issuer’s right, title, and interest in this Loan Agreement and all Loan Payments and other revenues received or receivable by the Issuer, or the Bondholder for the account of the Issuer, except for payments to the Issuer under clauses [1] and [2] of Section 9.1.C or under Section 9.5.

“Prior Bonds” means the Louisville/Jefferson County Metro Government Adjustable Rate Industrial Building Revenue Bonds, Series 2008 (St. Mary Academy).

“Project” means the Project Site and the improvements thereon and appurtenances thereto, including a two story, 58,700 square foot building (exclusive of the gymnasium therein, the cost of which was financed with funds of the Borrower other than the proceeds of the Prior Bonds and which is not part of the Project) containing classrooms, a multimedia center, computer lab, science lab, music room, art room, cafeteria, and administrative office space, and a second, 12,600 sq. ft. building containing administrative offices and conference rooms, for use as the campus of an elementary and pre-school named St. Mary Academy and not for use as a place of religious worship.

“Project Site” means the parcel of 10.748 acres located at 13111 St. Mary Lane, Prospect, Kentucky, described in Exhibit A (exclusive of the portion thereof that is located in Oldham County, Kentucky, the cost of which was financed with funds of the Borrower other than the proceeds of the Prior Bonds and which is not part of the Project Site).

“State” means the Commonwealth of Kentucky.

Any reference in the Bond Documents to the Issuer, the Borrower, or the Bondholder shall include those persons which succeed to their functions, duties, or responsibilities pursuant to or by operation of law or who are lawfully performing their functions. Any reference in the Bond Documents to any statute or law or chapter or section thereof shall include all amendments, supplements, or successor provisions thereto.

PART II: THE BONDS

ARTICLE 3. THE BONDS

Section 3.1. Issuance and Terms of Bonds. The Bonds shall be designated “Louisville/Jefferson County Metro Government Industrial Building Refunding Revenue Bonds, Series 2009 (St. Mary Academy Project)”, shall be issued as a single typewritten, fully registered bond in the original principal amount of \$10,100,000, shall be payable and subject to prepayment as set forth in the form thereof, and shall mature on March 1, 2033. The Bonds shall be substantially in the form set forth in Exhibit B, subject to revision as therein provided.

Section 3.2. Delivery of Bonds. Upon compliance with and fulfillment of the terms and conditions of the Bond Purchase Agreement, the Issuer shall execute and deliver the Bonds to the Bondholder.

Section 3.3. Execution. The Bonds shall be executed on behalf of the Issuer by the manual signature of its Mayor. The official seal of the Issuer or a facsimile thereof (attested with the manual signature of the Council Clerk of the Issuer) shall be impressed or imprinted on the Bonds. In case any officer whose signature appears on a Bond shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes.

Section 3.4. Lost Bonds; Exchange and Transfer of Bonds. If the Bonds are lost, stolen, destroyed, or improperly cancelled, the Issuer shall replace such Bonds upon presentation to the Issuer of satisfactory proof of such loss, theft, destruction, or improper cancellation and an indemnity bond in such amount as the Issuer may require. The person in whose name a Bond is registered on the bond register maintained by the Borrower shall be deemed the absolute owner for all purposes; and payment of any principal or interest on the Bonds shall be made only to or upon the order of the registered owner thereof or the owner’s attorney or legal representative. Such payments shall fully discharge the liability on the Bonds to the extent of the sums so paid.

In all cases in which Bonds shall be issued in exchange for or in replacement of other Bonds, the Bonds to be issued shall be signed by the same officers who signed the original Bonds or by officers then in such offices or otherwise authorized to sign. The obligation of the Issuer and the rights of the holder with respect to such Bonds shall be the same as with respect to the Bonds being exchanged or replaced. The Issuer and the Borrower may charge the holder their reasonable fees and expenses for effecting such exchange or replacement.

The Borrower shall not be required to effect the transfer of Bonds during the fifteen (15) days preceding an interest payment date or after notice to the Bondholder that such Bond or any portion thereof is to be prepaid. The Borrower may make a charge sufficient to reimburse it for any tax or other governmental charge applicable to any exchange, transfer, or replacement. Such charge shall be paid before any exchange, transfer, or replacement is effected.

Section 3.5. Bonds Are Not General Obligations. THE BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OR TAXING POWER OF THE ISSUER, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, AND ALL OBLIGATIONS OF THE ISSUER HEREUNDER ARE NOT GENERAL OBLIGATIONS OF THE ISSUER BUT ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE PLEDGED

RECEIPTS AND ARE A VALID CLAIM OF THE BONDHOLDER ONLY AGAINST THE PLEDGED RECEIPTS. NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING THE ISSUER TO USE ANY FUNDS OR REVENUES FROM ANY SOURCE OTHER THAN THE PLEDGED RECEIPTS.

Section 3.6. Borrower as Bond Registrar; Bond Register. The Borrower is hereby designated as bond registrar for the Bonds and, as such, will maintain a register of the names and addresses of the holders of all Bonds; provided, however, that the Borrower shall be under no responsibility with regard to the accuracy of the address of any Bondholder.

ARTICLE 4. APPLICATION OF BOND PROCEEDS

Section 4.1. Application of Bond Proceeds. As the purchase price for the Bonds pursuant to the Bond Purchase Agreement, the Bondholder shall disburse on the date hereof to the indenture trustee for the Prior Bonds the amount of \$10,100,000, constituting the initial principal amount of the Bonds, to be applied to the redemption of all of the outstanding Prior Bonds on the earliest applicable redemption date. The Borrower shall pay from sources other than the proceeds of the Bonds the costs of issuance of the Bonds and the interest accrued on the Prior Bonds and whatever additional amount is required for the redemption of the Prior Bonds in accordance with their terms.

PART III: THE PROJECT

ARTICLE 5. THE PROJECT

Section 5.1. Borrower's Obligation to Maintain the Project. The Borrower shall provide and expend whatever amounts are required to pay all costs of operating and maintaining the Project for use in furtherance of its nonprofit educational purposes.

The Project` is an "industrial building" within the meaning of the Act. The Borrower intends to operate and maintain the Project at all times during the term of this Loan Agreement as such an industrial building and does not know of any reason why the Project will not be so operated and maintained by the Borrower in the absence of circumstances not now anticipated by the Borrower or beyond its control.

The Borrower shall take no action which would affect the qualification of the Project as an "industrial building," as defined in the Act, or which would adversely affect in any material respect the description of the Project approved by the Issuer.

ARTICLE 6. DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.1. Damage and Destruction. If the Project shall be damaged or destroyed by fire, flood, or other casualty, there shall be no abatement or reduction in the payments required to be made by the Borrower hereunder and the Borrower shall repair, replace, restore, or reconstruct the Project so as to restore it to substantially its prior value and to a condition suitable for its continued use as reasonably determined by the Borrower. If the net proceeds of any insurance on

the Project are insufficient, the Borrower will nevertheless complete such repair, rebuilding, or restoration and will provide for payment of the costs of such completion from its own funds. Any insurance proceeds remaining after payment of all such costs shall be paid to the Borrower. However, if within thirty (30) days after the damage, the Borrower determines in good faith that the Project is damaged to such extent that it cannot be reasonably restored to the foregoing condition within six months, the Borrower shall not be obligated to restore the Project and any insurance proceeds shall be applied to the prepayment of the Bonds at the earliest possible date.

Notwithstanding the foregoing provisions of this Section 6.1, if an event of default shall have occurred and be continuing hereunder, the net proceeds of any insurance resulting from any damage to or destruction of the Project shall be applied to the prepayment (or, if acceleration has been declared pursuant to Section 10.2 hereof, the payment) of the Bonds.

Section 6.2. Eminent Domain. If title to or the temporary use of all or part of the Project shall be taken under the exercise of the power of eminent domain, there shall be no abatement or reduction in the payments required to be made by the Borrower hereunder. The proceeds of any award for such taking shall be applied to the prepayment (or, if acceleration has been declared pursuant to Section 10.2 hereof, the payment) of the Bonds.

PART IV: REPRESENTATIONS AND AGREEMENTS OF ISSUER AND BORROWER

ARTICLE 7. REPRESENTATIONS AND AGREEMENTS OF ISSUER

Section 7.1. Due Authorization, etc., by the Issuer. The Issuer represents and warrants that [i] it is duly authorized under the laws of the State, including the Act, to issue the Bonds, to execute, deliver, and perform the Bond Documents, to assign its interest in this Loan Agreement, and to pledge the Pledged Receipts as provided herein; [ii] it has taken all necessary action and has complied with all provisions of the Act required to make the Bond Documents the valid and enforceable obligations they purport to be, and when executed and delivered by the Issuer, the Bond Documents will constitute valid and binding obligations of the Issuer enforceable in accordance with their respective terms; and [iii] when duly delivered and paid for, the Bonds will constitute valid and legally binding limited obligations of the Issuer in accordance with their terms and will be entitled to the benefits of this Loan Agreement; provided that THE BONDS ARE PAYABLE SOLELY FROM THE LOAN REPAYMENTS AND OTHER REVENUES DERIVED IN RESPECT OF THE LOAN AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE COMMONWEALTH.

Section 7.2. Payment of Bonds; Bondholder's Rights with Respect to Bond Documents; Cooperation with Bondholder; Obligations Limited. The Issuer agrees that it will promptly pay or cause to be paid the principal of and interest on the Bonds, but only from the Pledged Receipts as herein provided. The Issuer agrees that, subject to the consent of the Issuer, which consent shall not be unreasonably withheld, the Bondholder may enforce the rights of the Issuer and all obligations of the Borrower with respect to Bond Documents, whether or not the Issuer is in default hereunder. The Issuer agrees that, except as provided herein, it will not mortgage, assign, encumber, or alienate any part of the Pledged Receipts or its rights with respect to this Loan Agreement.

All agreements of the Issuer in this Section 7.2 are subject to the limitation prescribed in Section 3.5.

ARTICLE 8. REPRESENTATIONS AND AGREEMENTS OF THE BORROWER

Section 8.1. Due Organization, etc. The Borrower is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State. The Borrower has corporate powers adequate for the execution, delivery, and performance of its obligations under the Bond Documents. The Borrower has taken or will take all necessary corporate action required to make the Bond Documents and the other documents and instruments executed in connection therewith the valid and enforceable obligations they purport to be. When executed and delivered by the Borrower, the Bond Documents will constitute valid and binding obligations of the Borrower in accordance with their respective terms.

Section 8.2. Compliance with Law; Consents, etc. The execution, delivery, and performance of and compliance with the Bond Documents will not violate or constitute a default under the articles of incorporation of the Borrower or, to the knowledge of the Borrower, of any term or provision of any mortgage, lease, agreement, or other instrument, or of any judgment, decree, governmental order, statute, rule, or regulation by which the Borrower is bound or to which any of its assets is subject. No approval by, authorization of, or filing with any Federal, state, or municipal or other governmental commission, board, agency, or other governmental authority is necessary in connection with the execution and delivery of the Bond Documents by the Borrower.

Section 8.3. The Project. The willingness of the Issuer to issue the Prior Bonds and the Bonds for the purpose of financing and refinancing the Project has induced the Borrower to undertake the construction and continued operation of the Project in furtherance of the nonprofit educational purposes of the Borrower.

Section 8.4. Adequacy of Disclosure. Neither this Loan Agreement nor the Bond Purchase Agreement nor any other document, certificate, or statement furnished to the Bondholder by or on behalf of the Borrower in connection with the transactions contemplated hereby or thereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

Section 8.5. Use of Proceeds. The proceeds of the issuance of the Bonds will be used to refinance costs of the Project as provided in this Loan Agreement. The proceeds of the Bonds will not be used, directly or indirectly, for the purpose, whether immediate, incidental, or ultimate, of “purchasing” or “carrying” any “margin stock,” within the meaning of those terms as defined in Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time.

Section 8.6. Other Representations.

A. Taxes. The Borrower has filed all returns and reports that are required to be filed by it in connection with any federal, state, or local tax, duty, or charge levied, assessed, or imposed upon the Borrower or its property, including unemployment, social security, and similar taxes, and all of such taxes have been either paid or an adequate reserve or other provision has been made therefor.

B. Litigation. There are no actions, suits, proceedings, or governmental investigations pending or, to the knowledge of the Borrower, threatened against the Borrower which could result in a material adverse change in its business, assets, operations, financial condition, or results of operations, and there is no basis known to the Borrower or its directors or officers for any such action, suit, proceedings, or investigation.

C. Financial Statements. The Borrower's latest Financial Statements provided to the Bondholder are true, complete, and accurate in all material respects and fairly present the financial condition, assets, and liabilities, whether accrued, absolute, contingent, or otherwise, and the results of the Borrower's operations for the period specified therein. The Borrower's Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied from period to period subject in the case of interim statements to normal year-end adjustments. Since the date of the latest financial statements provided to the Bondholder, the Borrower has not suffered any damage, destruction, or loss which has materially adversely affected its business, assets, operations, financial condition, or results of operations.

D. No Defaults. There does not exist any default or violation by the Borrower of, or under any of the terms, conditions or obligations of, (1) its Articles of Incorporation; (2) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which it is a party or by which it is bound; or (3) any law, regulation, ruling, order, injunction, decree, condition, or other requirement applicable to or imposed upon the Borrower by any law or by any governmental authority, court, or agency. As of the date hereof, there exists no "event of default" or "default" within the meaning of Section 10.1.

E. Binding Obligations. Each Bond Document to which Borrower is a party, when issued for value, will constitute a legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as the same may be limited by reorganization, bankruptcy, insolvency, moratorium, or other laws affecting generally the enforcement of creditors' rights.

F. No Material Adverse Change. The information submitted by the Borrower to the Bondholder, including but not limited to its Financial Statements, discloses all known or anticipated material liabilities, direct or contingent, of Borrower as of the dates thereof, and since such dates, there has been no material adverse change in Borrower's financial condition.

G. The Borrower has good and marketable title to all of its real property and good title to all of its other properties and assets shown on the balance sheet included in the Financial Statements, except such properties or assets as have been disposed of since the date of such statements in the ordinary course of business.

Section 8.7. Covenants. Unless compliance is waived in writing by the Bondholder or until payment in full of the Bonds:

A. Financial Statements. Within one hundred eighty (180) days after the end of each of its fiscal years, the Borrower shall furnish to the Bondholder the annual Financial Statements of the Borrower, prepared in accordance with generally accepted accounting principles consistently applied and audited by an independent certified public accountant or firm of independent certified public accountants selected by the Borrower and acceptable to the Bondholder.

B. Primary Deposit Account. St. Mary Academy and St. Bernadette Parish shall maintain their primary deposit accounts with the Bondholder.

C. Unrestricted Expendable Net Assets. The Unrestricted Expendable Net Assets of the Borrower as of the end of each of its fiscal years as shown in its annual audited Financial Statements shall be not less than Twenty Eight Million Dollars (\$28,000,000).

D. Negative Pledge of Project. The Borrower shall not mortgage, pledge, or encumber the Project or any portion thereof (including for this purpose the portion of the Project Site located in Oldham County and the gymnasium contained in the buildings located on the Project Site) to any lender other than the Bondholder.

Section 8.8. Compliance with Law. Borrower is in substantial compliance with all applicable requirements of law and of all governmental authorities noncompliance with which would have a materially adverse effect upon the business, operations, financial condition, properties or prospects of Borrower.

Section 8.9. No Sectarian Use of Bond Proceeds. None of the proceeds of the Prior Bonds have been used, and none of the proceeds of the Bonds shall be used, directly or indirectly, to pay, to reimburse the Borrower for the payment of, or to refund indebtedness the proceeds of which were used to pay, for the acquisition, construction, renovation, remodeling or equipping or any of the expenses of any institution, place or building, or any portion thereof, used or to be used for sectarian instruction or study or as a place for devotional activities or religious worship or in connection with any part of the program of a school or department of divinity for any religious denomination or the training of ministers, priests, rabbis or similar persons in the field of religion.

ARTICLE 9. LOAN AND LOAN PAYMENTS; CERTAIN AGREEMENTS OF BORROWER

Section 9.1. Loan; Loan Payments; Additional Payments.

A. Loan. the Issuer hereby loans to the Borrower, and the Borrower hereby borrows from the Issuer, the proceeds from the sale of the Bonds to the Bondholder.

B. Loan Payment. The Borrower agrees to pay as a Loan Payment to the Bondholder, for the account of the Issuer, not later than the date on which any principal or interest is due on the Bonds, immediately available funds equal to the amount of all such payments then due. The Borrower hereby authorizes the Bondholder to debit any demand deposit account maintained by the Borrower with the Bondholder, automatically and without any further authorization from the Borrower, for the amount of each such Loan Payment as of the due date thereof, with written notice thereof to the Borrower.

C. Additional Payments. The Borrower also agrees to duly make Additional Payments as follows:

[1] To the Issuer, as reimbursement for costs, reasonable expenses, and liabilities paid by the Issuer in satisfaction of any obligations of the Borrower not performed by the Borrower as required hereunder or under the Bond Purchase Agreement.

[2] To the Issuer, as reimbursement for or prepayment of its expenses and liabilities paid or to be paid at the request of the Borrower or as required by the Act, this Loan Agreement, or the Bond Purchase Agreement, and not otherwise required to be paid by the Borrower under this Loan Agreement.

[3] To the Bondholder, all reasonable out-of-pocket costs and expenses, including the reasonable fees and expenses of its counsel, in connection with the Bond Documents.

D. Obligations Unconditional. The Borrower's obligations to make the payments required by this Loan Agreement shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off. Until this Loan Agreement has terminated, the Borrower will not suspend or discontinue any payments required by this Loan Agreement.

Section 9.2. Borrower to Maintain its Corporate Existence; Merger. Except with the prior written consent of the Bondholder which shall not be unreasonably withheld, the Borrower will maintain its corporate existence and qualification to do business in the State, and will not merge or consolidate with any other entity, or sell, lease, transfer, or otherwise dispose of all or substantially all of its assets, except that the Borrower may merge into any other entity provided the Borrower is the surviving entity and no event of default occurs hereunder as a result of such merger.

Section 9.3. Covenants of Borrower Related to the Project.

A. Compliance with Regulations. The Project and the use thereof by the Borrower shall conform with all applicable zoning, planning, building, land use, environmental, and other regulations of governmental authorities having jurisdiction over the Project. Subject to the foregoing, the Borrower may at its own cost remodel or make substitutions, modifications, and improvements to the Project as it deems desirable for its uses and purposes and the same shall be included as part of the Project.

B. Taxes, Other Governmental Charges, and Utility Charges. The Borrower shall duly pay all taxes and governmental charges of any kind that may at any time be lawfully assessed or levied against or with respect to the Project, all utility and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Project, and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project. However, the Borrower may contest in good faith any such items, assessments, and other charges and in such event may permit the taxes, assessments, or other charges to be contested or remain unpaid during any period, including appeals, when the Borrower is in good faith contesting the same, so long as adequate reserves have been established and enforcement of the contested item is effectively stayed.

C. Right of Access. The Borrower agrees that, upon reasonable request, the Issuer and the Bondholder and their respective representatives may at all reasonable times examine and inspect the Project.

Section 9.4. Instruments of Further Assurance. The Issuer and the Borrower will do, execute, acknowledge, deliver, and perform such agreements and such further acts, instruments, and transfers as the Bondholder may reasonably require for the better assuring, transferring, pledging, assigning, and conferring unto the Bondholder the Pledged Receipts.

Section 9.5. Borrower's Indemnification of Issuer and Bondholder. The Borrower shall indemnify and save harmless the Issuer and its elected or appointed officials, officers, employees, and agents and the Bondholder, its directors, officers, employees, and agents, against and from [a] all claims by or on behalf of any person arising out of [i] the condition of the Project, or [ii] the construction, reconstruction, improvement, use, occupancy, conduct, or management of any work or anything done or omitted to be done in or about the Project (unless such accident, injury, or damage is caused by the Issuer or the Bondholder or either of their respective elected or appointed officials, directors, officers, agents, or assigns), or [iii] any accident, injury, or damage to any person occurring in or about the Project, or [iv] any breach or default by the Borrower of any of its obligations under any of the Bond Documents, or [v] any act or omission of the Borrower or any of its agents, contractors, servants, employees, or licensees, or [vi] the offering, issuance, sale, or resale of the Bonds, but only to the extent permitted by law, and [b] all costs, reasonable attorneys' fees, expenses, or liability reasonably incurred in connection with any such claim or action or proceeding brought thereon. If any action or proceeding is brought against the Issuer or the Bondholder or any such elected or appointed official, director, officer, employee, or agent by reason of any such claim, the Borrower upon notice from the affected party shall resist or defend such action or proceeding. Subject to the foregoing, the Issuer and the Bondholder shall cooperate and join with the Borrower as may be required in connection with any action taken or defended by the Borrower.

The Issuer and the Bondholder and their respective elected or appointed officials, directors, officers, employees, and agents shall be entitled to the advice of counsel and shall be wholly protected as to action taken or omitted to be taken in good faith in reliance on such advice. They may rely conclusively on any communication or other document furnished to them hereunder and reasonably believed to be genuine. They shall not be liable for any action [a] taken by them in good faith and reasonably believed by them to be within the discretion or powers conferred upon them, or [b] in good faith not taken by them because reasonably believed to be beyond the discretion or powers conferred upon them, or [c] taken by them pursuant to any direction or instruction by which they are governed hereby, or [d] omitted to be taken by them by reason of the lack of any direction or instruction required hereby for such action; nor shall they be responsible for the consequences of any error of judgment reasonably made by them. They shall in no event be liable for the application or misapplication of funds, or for other acts or defaults, by any person except their own respective elected or appointed officials, directors, officers, employees, and agents. When any consent or other action by them is called for hereby, they may defer such action pending receipt of such evidence as they may require in support thereof. They shall not be required to take any remedial action (other than the giving of notice) unless reasonable indemnity is furnished for any expense or liability to be incurred thereby. They shall be entitled to reimbursement for expenses reasonably incurred or advances reasonably made, with interest, in the exercise of their rights or the performance of their obligations hereunder, to the extent that they act without previously obtaining indemnity. No permissive right or power to act which they may have shall be construed as a requirement to act; and no delay in the exercise of a right or power shall affect the subsequent exercise of that right or power. The Issuer shall not be required to take notice of any breach or default by the Borrower hereunder, except when given notice thereof by the Bondholder. No recourse shall be had by the Borrower or any Bondholder for any claim based on any of the Bond Documents against any elected or appointed official, officer, employee, or agent of the Issuer alleging personal liability on the part of such person unless such claim is based upon the bad faith, fraud, or deceit of such person.

PART V: EVENTS OF DEFAULT

ARTICLE 10. DEFAULT PROVISIONS AND REMEDIES OF BONDHOLDER AND ISSUER

Section 10.1. Events of Default; Defaults. The occurrence and continuance of any of the following events shall constitute an “event of default” hereunder:

A. Failure to pay interest the Bonds for a period of ten (10) days when such interest is due and payable.

B. Failure to pay any principal of the Bonds for a period of ten (10) days when such principal is due and payable, whether at stated maturity or by acceleration or pursuant to any prepayment requirements.

C. Failure by the Borrower or the Issuer to observe or perform any other covenant, condition, or agreement on its part to be observed or performed in any of the Bond Documents, for a period of thirty (30) days after notice of such failure given to the Borrower by the Bondholder or the Issuer, or to the Issuer by the Bondholder.

D. The material inaccuracy or incompleteness of any representation or warranty made in writing by or on behalf of the Borrower as of the date made in connection with the transactions contemplated hereby.

E. If the Borrower shall be involved in financial difficulties as evidenced by:

[1] its admitting in writing its inability to pay its debts generally as they become due; or

[2] its commencement of a voluntary case under Title 11 of the United States Code as from time to time in effect, or by its authorizing, by appropriate proceedings of its board of directors, the commencement of such a voluntary case; or

[3] its filing an answer or other pleading admitting or failing to deny the material allegations of a petition filed against it commencing an involuntary case under said Title 11, or seeking, consenting to, or acquiescing in the relief therein provided, or by its failing to controvert timely the material allegations of any such petition; or

[4] the entry of an order for relief in any involuntary case commenced under said Title 11; or

[5] its seeking relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief; or

[6] the entry of an order by a court of competent jurisdiction [a] finding it to be bankrupt or insolvent, [b] ordering or approving its liquidation, reorganization, or any

modification or alteration of the rights of its creditors, or [c] assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property; or

[7] its making an assignment for the benefit of, or entering into a composition with, its creditors, or appointing or consenting to the appointment of a receiver or other custodian for all or a substantial part of its property.

G. If the Borrower shall suffer any material adverse change in its financial condition which impairs its ability to make any Loan Payment.

The term “default” hereunder means a default by the Issuer or the Borrower which, with the passage of time or the giving of notice or both, would constitute an event of default.

The Borrower agrees to notify the Issuer and the Bondholder promptly in writing of the occurrence of any event of default.

Within five (5) days after knowledge of an event of default under subsection A. or B. above, the Bondholder shall give written notice, by registered or certified mail, to the Issuer and the Borrower, provided that any failure of the Bondholder to give such notice shall not constitute a waiver of such event of default.

Section 10.2. Acceleration. Upon the occurrence and continuance of any event of default, the Bondholder, by written notice to the Issuer and the Borrower, may declare all Bonds then outstanding to be due and payable immediately, and, upon said declaration, all principal and interest accrued thereon shall become immediately due and payable and there shall be an automatic corresponding acceleration of the Loan Payments. Interest shall accrue to the payment date determined by the Bondholder pursuant to such declaration or the actual payment date, if later.

Section 10.3. Other Remedies; Rights of Bondholder. Upon the occurrence and continuance of an event of default, the Bondholder may pursue any available remedy to enforce the payment of the principal of and interest on the Bonds then outstanding.

Upon the continuance of an event of default, the Bondholder may exercise such of the rights and powers conferred upon it by this Loan Agreement as the Bondholder, being advised by counsel, shall deem most effective to enforce and protect its interest.

No remedy under this Loan Agreement is intended to be exclusive, and each remedy shall be cumulative and in addition to any other remedy hereunder or now or hereafter existing.

No delay or omission to exercise any right or power shall impair such right or power or constitute a waiver of any default or event of default or acquiescence therein; and each such right and power may be exercised as often as deemed expedient.

No waiver by the Bondholder of any default shall extend to any subsequent default or event of default.

Section 10.4. Application of Moneys. Upon the occurrence and continuance of an event of default, all moneys and proceeds held or received by the Bondholder pursuant to this Loan Agreement or the exercise of any rights granted under this Loan Agreement, less all costs, expenses, liabilities, and advances incurred by the Bondholder, shall be applied [i] to the payment of any

amounts due as Additional Payments under Section 9.1.C and [ii] then to the payment of interest, including interest on overdue principal, then due on the Bonds, without regard to when such interest became due, and next to the payment of principal then due on the Bonds, without regard to when such principal became due; or in such order as may be determined by the Bondholder with the written consent of the Issuer, if the Issuer is affected thereby.

Section 10.5. Waivers of Events of Default. The Bondholder may waive any event of default and its consequences and rescind any declaration of maturity of principal, but no such waiver or rescission shall extend to any subsequent or other event of default.

Section 10.6. Remedies of Issuer upon Event of Default. Upon the occurrence and continuance of an event of default, the Issuer [i] shall, if requested by the Bondholder, confirm in writing any acceleration of Loan Payments, [ii] may, upon the request of the Bondholder, take such action in law or equity as may appear desirable to collect any past due or accelerated Loan Payments or other payments hereunder or to enforce compliance with any obligation or agreement of the Borrower in this Loan Agreement and [iii] shall have access to and may examine and make copies of the books, accounts, and other data and tax returns of the Borrower. However, the Issuer shall not be required to take any action which in its opinion might cause it to expend time or money or otherwise incur any liability unless a satisfactory indemnity bond has been furnished to it.

PART VI: SUPPLEMENTAL AGREEMENTS AND WAIVERS; MISCELLANEOUS

ARTICLE 11. SUPPLEMENTAL AGREEMENTS AND WAIVERS

Section 11.1. Supplemental Loan Agreements and Waivers. The parties hereto may execute and deliver supplemental agreements or waivers for the purpose of modifying, altering, amending, adding to, or rescinding or waiving (generally or in a particular circumstance) any terms or provisions contained in this Loan Agreement or the Bonds.

ARTICLE 12. MISCELLANEOUS

Section 12.1. Limitation of Rights. With the exception of rights herein expressly or impliedly conferred upon the parties hereto, nothing expressed or implied from this Loan Agreement or the Bonds shall give to any person other than the parties hereto any right or remedy with respect to this Loan Agreement.

Section 12.2. Severability. In the event that any provision of this Loan Agreement shall be held to be invalid in any circumstance, such validity shall not affect any other provision or circumstance.

Section 12.3. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate Notice Address, with a copy to each other party hereto.

Section 12.4. Payments Due on Saturdays, Sundays, or Holidays. In any case where the date of payment or prepayment of interest on or principal of any Bonds shall be a Saturday, Sunday, or a day on which the Bondholder is required, authorized, or not prohibited by law (including executive orders) to close and is closed for business, then payment of such interest or principal need not be made on such date but may be made on the next succeeding business day on which the Bondholder is open for business with the same force and effect as if made on the date of maturity or the date fixed for prepayment, provided, however, that interest shall accrue to and including the date of actual payment.

Section 12.5. Extent of Covenants; No Personal Liability. No covenant, stipulation, obligation, or agreement of the Issuer or the Borrower contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future elected or appointed official, officer, employee, or agent of the Issuer or the Borrower in his individual capacity; and no such person (including any such person executing the Bonds) shall be liable personally on the Bonds or be subject to any personal liability by reason of their issuance.

Section 12.6. Captions: Table of Contents. The captions, headings, and table of contents in this Loan Agreement are for convenience of reference only and in no way limit the scope or content of any provision of this Loan Agreement.

Section 12.7. Counterparts. This Loan Agreement may be executed simultaneously in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.8. Governing Law. This Loan Agreement and the Bonds shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the date first above written.

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT

Attest:

Council Clerk

By: _____
Mayor

(SEAL)

Approved as to form and legality:

Mike O'Connell
Jefferson County Attorney

By: _____
James T. Carey

Assistant County Attorney

ROMAN CATHOLIC BISHOP OF LOUISVILLE

By: _____
Sole Officer

EXHIBIT A

THE PROJECT SITE

A parcel of land situated in the County of Jefferson, Commonwealth of Kentucky, described as follows:

BEING Revised Lot 21 as shown on Minor Subdivision Plat of record in Plat Book 9165, Page 381, in the office of the County Clerk of Jefferson County, Kentucky.

BEING a portion of the property acquired by the Roman Catholic Bishop of Louisville, a corporation sole, by Deeds dated October 1, 2007, of record in Deed Book 9115, Pages 83 and 87, in the aforesaid office.

EXHIBIT B

FORM OF BOND

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

INDUSTRIAL BUILDING REFUNDING REVENUE BONDS,
SERIES 2009
(ST. MARY ACADEMY PROPERTY)

Dated _____, 2009

No. ____

\$10,100,100

Louisville/Jefferson County Metro Government (the “Issuer”), a consolidated local government and political subdivision of the Commonwealth of Kentucky (the “State”), for value received, hereby promises to pay to Fifth Third Bank, or registered assigns (the “Bondholder”), Ten Million One Hundred Thousand Dollars (\$10,100,100), together with interest thereon.

Until the principal of this bond is paid or prepaid as hereinafter provided, interest on this bond is payable on the first day of each calendar month at a rate per annum determined (unless and until changed as hereinafter provided) by the following formula:

$$i = 0.65 \times [\text{LIBOR} + 2.25\%] + 0.25$$

where i is the rate of interest per annum, expressed as a percentage rounded to the nearest one one-hundredth of a percent (.0001), and “LIBOR” means the interbank offered rate for one-month U.S. dollar deposits in the London market as quoted on Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, on each LIBOR business day. Reuters Screen LIBOR01 Page means the display page currently so designated on the Reuters Monitor Money Rates Service (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices). LIBOR business day means any day other than a Saturday or a Sunday or a day on which banking institutions in the State of New York or in the city of London, England are required or authorized by law to be closed. LIBOR for a day which is not a LIBOR business day shall be deemed to be LIBOR for the next preceding LIBOR business day. Interest on this bond shall be computed on the basis of the actual number of days elapsed.

Unless prepaid as hereinafter provided, the principal of this bond shall be payable on the following dates and in the following amounts:

<u>March 1</u>	<u>Amount</u>
2018	\$350,000
2019	440,000
2020	475,000
2021	500,000
2022	525,000
2023	575,000
2024	600,000
2025	625,000
2026	650,000
2027	675,000
2028	685,000
2029	700,000
2030	750,000
2031	800,000
2032	850,000
2033	<u>900,000</u>
Total	<u>\$10,100,100</u>

Upon not less than thirty days prior written notice thereof by the Borrower to the Bondholder, this bond is subject to optional prepayment at any time, in whole or in part in increments of One Hundred Thousand Dollars (\$100,000), at 100% of the principal amount thereof together with interest accrued on the amount prepaid to the date of the prepayment. All optional prepayments shall be applied to scheduled installments of principal in the inverse order of their maturity and shall be accompanied by payment of the interest then accrued on the principal amount being prepaid.

This bond is subject to mandatory prepayment in whole, at 100% of the outstanding principal amount thereof plus accrued interest, on March 1 of 2013, 2018, 2023, 2028, and 2033 (each a "Mandatory Prepayment Date"). In the event the Bondholder is willing to waive mandatory

prepayment of the Bonds on any Mandatory Prepayment Date, the Bondholder shall give the Borrower at least sixty (60) days prior written notice of such waiver (the "Waiver Notice") proposing (i) the formula for the determination of the variable interest rate or the fixed interest rate (which may be the same variable interest rate formula or fixed interest rate as in effect immediately prior to such Mandatory Prepayment Date) that shall be in effect on and after such Mandatory Prepayment Date and (ii) any other change in the terms of this bond to be effective on and after such Mandatory Prepayment Date. The Borrower shall notify the Bondholder in writing within fifteen (15) days of the date of the Waiver Notice whether the Borrower accepts the terms upon which this bond will remain outstanding on and after such Mandatory Prepayment Date. If the Borrower rejects the proposed terms, the Borrower shall prepay this bond on such Mandatory Prepayment Date. If the Borrower accepts the proposed terms, the Borrower shall arrange at its cost (x) for Bond Counsel to revise the form of this bond to reflect any change in the terms thereof, (y) for the Issuer to execute and deliver the revised bond certificate for this bond, if there has been any change in the terms thereof, and (z) for Bond Counsel to deliver to the Issuer, the Borrower, and the Bondholder an opinion as to the validity of this bond and the tax treatment of the interest thereon on and after such Mandatory Prepayment Date, if there has been any change in the terms of this bond.

This bond is issued pursuant to and in full compliance with the Constitution and laws of the State, particularly the Industrial Buildings for Cities and Counties Act, as amended, Sections 103.200 to 103.285 of the Kentucky Revised Statutes (the "Act"), and an ordinance of the Issuer duly enacted on _____, 2009 (the "Bond Ordinance"). The Bond Ordinance authorizes the execution and delivery of a Loan Agreement of even date herewith (the "Loan Agreement") among the Issuer, the Roman Catholic Bishop of Louisville (the "Borrower"), a Kentucky nonprofit corporation doing business as St. Mary Academy, and Fifth Third Bank, an Ohio banking corporation, as Bondholder; the issuance under the Loan Agreement of the series of bonds designated as above and issued as a single fully registered bond in the original principal amount of \$10,100,000 (the "Bonds"); and the loan of the proceeds of the Bonds to the Borrower to refund the Prior Bonds as described in the Loan Agreement; all for the public purposes declared in the Act of promoting the economic development of the State, relieving conditions of unemployment, and encouraging the increase of industry therein.

The Loan Agreement requires the Borrower to make Loan Payments to the Bondholder for the account of the Issuer sufficient for the payment when due of the principal of and interest on the Bonds. The Loan Payments are to be paid directly to the Bondholder and have been duly pledged by the Issuer for that purpose. The Borrower has under the Loan Agreement authorized the Bondholder to debit any demand deposit account maintained by the Borrower with the Bondholder, automatically and without any further authorization from the Borrower, in the amount of any payment of principal or interest due on this bond as of the due date thereof. This bond shall be surrendered to the Borrower upon the final payment of principal and interest.

Reference is hereby made to the Loan Agreement for a description of the security for and source of payment of the Bonds, the rights, duties, and obligations of the Issuer, the Borrower, and the Bondholder, and the terms upon which the Bonds are issued and secured. Acceptance of the terms and conditions of the Loan Agreement is a material part of the consideration for the issuance of this bond, and each holder hereof by acceptance of this bond hereby assents to all of said terms and conditions.

This bond is transferable on the bond register upon its surrender at the office of the Borrower accompanied by a written instrument of transfer in form satisfactory to the Borrower, duly

executed by the Bondholder or its attorney or legal representative, for notation by the Borrower indicating the name of the transferee, the date to which interest has been paid, and the balance of principal due hereon. The Issuer and the Borrower may treat the person in whose name this bond is registered as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary.

As provided in the Loan Agreement, principal of the Bonds is subject to mandatory prepayment in the event of condemnation, destruction, or damage of or to the Project (as defined in the Loan Agreement).

In certain events as provided in the Loan Agreement, the principal of the Bonds then outstanding under the Loan Agreement may become or be declared due and payable before their stated maturity, together with interest accrued thereon. Modifications of the Loan Agreement, or of any supplements thereto, may be made as provided in the Loan Agreement.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon or on the Loan Agreement, against any elected or appointed official, officer, employee, or agent, past, present, or future, of the Issuer or of any successor body, as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability of such elected or appointed officials, officers, employees, and agents being released as a condition of and as an explicit and material part of the consideration for the execution of the Loan Agreement and the issuance of this bond.

This bond and the interest hereon do not constitute a general obligation or indebtedness of the Issuer within the meaning of the Constitution and laws of the State and are not a charge against the general credit or taxing power of the Issuer but are a limited obligation of the Issuer payable solely from and secured solely by the Pledged Receipts as defined in the Loan Agreement.

IN WITNESS WHEREOF, the Issuer has caused this bond to be signed in its name by its Mayor and attested by its Council Clerk under the official seal of the Issuer, all on the date first above written.

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT

Attest:

By: _____
Mayor

Metro Council Clerk
(SEAL)

SCHEDULE OF TRANSFERS

NOTE: Before notation of transfer of this bond is entered by the Borrower below and on its bond register, this bond shall be surrendered accompanied by a written instrument of transfer in form satisfactory to the Borrower duly executed by the registered owner hereof in person or by its attorney or legal representative.

Name and Address of New Registered Holder	<u>Date of Transfer</u>	Balance of Principal Due on <u>Date of Transfer</u>	Date to which <u>Interest Paid</u>	Signature of <u>Borrower</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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